

**Annexure- LXII**  
**BOM-53/2018 dated 19.5.2018**



## **MGM INSTITUTE OF HEALTH SCIENCES**

(Deemed University u/s 3 of UGC Act, 1956)

**Accredited by NAAC with 'A' Grade**

### **Intellectual Property Right Policy**



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## 1. Introduction

The Mahatma Gandhi Mission Institute of Health Sciences (MGMIHS) is a Deemed to be Institute under section 3 of the Institute Grants Commission Act 1956. As its vision the MGMIHS seeks to be a top ranking centre of Excellence for innovations in Health Science Education, Health Care and Health Research. It also seeks to be one of the leading Institute to generate new technology, designs, innovations, research to encourage and support researchers and innovators in the various medical and related fields.

The MGMIHS carries out Research wherein it provides resources, facilities, and assistance to Researcher for developing research programs, to support and encourage inventions, creation of new and novel process, designs, patents, trademarks and copyrights etc. MGMIHS is aware of the need and importance of encouraging the practical application and economic use of the results of the multiple research carried out at the Institute for advancing the use of technology, technical knowhow for the benefit of the general public and students. MGMIHS needs and requires to protect the newly developed research, as well as the necessity of a well-documented policy which can be followed by MGMIHS to provides IP protection to patents, Copyrights, Trademark, Design and Geographical Indication.

In view of the ever-changing scenario of research, the efforts undertaken, and the resources expended on the same, MGMIHS has adopted the following Policy on Intellectual Property Rights.

The present Policy relates to the ownership, protection, process of making application for protection of Intellectual Property (in the country as well as out of the country) and the rights therein, commercial exploitation of Intellectual Property so created by MGMIHS, the researchers, scholars, inventors in the course of their duties or activities of or at MGMIHS.

The document sets out the rules of the Institute for cooperation with third parties, industrial and business organizations and provides guidelines on the sharing of the economic benefits arising from the commercialization of Intellectual Property.

Students graduating from the Institute will have the required skills to deliver the quality health care to all the sections of the society with compassion and benevolence, without prejudice or discrimination at an affordable cost.

As a Research Centre, it shall focus on finding better, safer and affordable ways of diagnosing, treating and preventing diseases. In doing so, it will maintain highest ethical standard.

In a pursuit of the said vision and mission MGMIHS has conducted various projects and initiatives including promoting research, inventions, innovations and to facilitate protection of Intellectual Property generated at MGMMIHS through the aforesaid research, inventions, innovations. MGMIHS foresees immense growth and potential in its research, inventions, innovations activities. The protection of the said research, inventions, innovations and other works, ideas and designs, the resultant IP policies of its students, faculty, employees and collaborators has been identified as an issue of critical importance.

MGMIHS has in place various processes to aid and support the research, inventions, innovations efforts including the required infrastructure and finance. Considering the development, advances and benefits which accrue to a institute and the participants, MGMIHS feels the need to have in place a more comprehensive, complete, detailed and robust framework of rules, regulations and guidelines so as to ensure the smooth implementation of the processes to achieve the desired results and ultimately its vision and mission towards IPR protection.

With a view to and as an aid in accomplishing the same MGMIHS resolved in its BOM to put in place a effective, fair, transparent policy to protect the various Intellectual Property “The IPR Policy of MGMIHS”.

MGMIHS’s IP policy aims to lay down, the methodology and processes for promoting and supporting the research, inventions, innovations, new designs, researchers, inventors, innovators, faculty and students to transform the work and research conducted at MGMIHS into research, inventions, innovations, designs capable of creating IP.

MGMIHS acknowledges the fact that various third parties, faculty, individuals are involved individually or as a team in the creation of innovative/novel work. MGMIHS’s endeavors to carry out the said work in an organized manner and within the framework and guidelines as provided, further set down a procedure and method of making applications for the registration and ownership of IP (both in the country and abroad) developed in MGMIHS and for its commercialization.

## 1.1 AIM

The aim of the IP Policy is to provide a fair and transparent process to aid and support the innovators, researchers, faculty, students and other stakeholders in the research and innovation and creation of new ideas, designs etc and to make available through the MGMIHS the innovations, research work, resultant products, processes and services for the benefit of the general public and for commercial exploitation and to achieve the widest public good.

This Policy aims to:

- i. Promote, encourage, support, aid and assist investigation and research;
- ii. Promote, encourage, support, aid and assist new, novel and original ideas, concepts and designs;
- iii. Provide surety and commitment to the fact that sincere efforts will be made to take the research activities/work to its logical end
- iv. Set out the Institute's procedures and practice on the identification, ownership, protection and commercialization of Intellectual Property;
- v. Ensure the timely and efficient protection and management of Intellectual Property;
- vi. Facilitate the recording, monitoring and maintenance of the Institute's Intellectual Property portfolio and protecting the same;
- vii. Ensure that economic benefits if any arising from the commercialization of Intellectual Property are distributed in a fair and transparent manner,
- viii. Recognizing the contributions, efforts, aid and support of the Inventors, the Institute as well as any other relevant stakeholders;
- ix. Enhance the reputation of the Institute as an academic research institution
- x. Convert and bring in use the inventions for the benefit of public use and benefit.

## 1.2 The Role of IP Committee in IP Protection

The **IP Committee** at MGMIHS aims to provide guidance, support and resources to all the concerned persons and facilitates for protection and deployment of intellectual property. The **IP Committee** aims to create awareness of the importance and role of IP Rights, implements the IP policy, ensures transparency and fairness of the IP policy. Issues of ownership, confidentiality, disclosure, patentability, technology transfer, revenue sharing, and conflict of interest among others play a very important role in any IP management. The **IP Committee** shall conduct workshops to enhance awareness on said issues and the other related issues.

## 2. Definitions

- 1. Author** means faculty, students, staff or visiting faculty who has/have written or created a creative work.
- 2. Collaborative Activity** is the research undertaken by MGMIHS personnel in cooperation with industry and/or other researcher(s) who are not MGMIHS personnel.
- 3. Commercialization** means any form of exploitation of Intellectual property, including assignment, licensing, internal exploitation within the Institute and commercialization via a spin-off enterprise.
- 4. Confidential Information** not in the public domain and declared confidential by parties as such in a MOU/Agreement that has been signed by the parties.
- 5. Conflict of Interest** or a **Potential Conflict of Interest** exists when an inventor/author is or may be in a position to use either creative work or influence for unmerited personal or family gain.
- 6. Copyright** means the exclusive right granted by law for a certain period of time to an author to reproduce, print, publish and sell copies of his or her creative work.
- 7. Copyrightable Work** is a creative work that is protectable under copyright laws. Copyright protection is available for most literary, musical, dramatic, and other types of creative work, including software, teaching materials, multimedia works, proposals and research reports.
- 8. Creators** are persons who have produced any original work
- 9. Copyrighted works** means literary, scientific and art works, including academic publications, scholarly books, articles, lectures, musical compositions, films, presentations and other materials or work other than software, which qualify for protection under the copyright law.
- 10. Cumulative Earnings** from a patent/patent application are the total earnings to date obtained from the commercialization of the patent/patent application.
- 11. Design Registration** of the novel non-functional features such as shape or ornamentation of a product.
- 12. MGMIHS personnel** includes but is not limited to the faculty, students, staff or visiting faculty, researchers and scientists at MGMIHS.
- 13. Intellectual Contribution** means original technical or artistic contributions.
- 14. Intellectual Property** includes but is not limited to copyrights and copyrightable materials, patented and patentable inventions, tangible research results, trademarks, service marks and trade secrets.
- 15. IP Assessment Committee (IPAC)** is a committee formed by the Dean (R&D), which decides on the issues of ownership and patentability among others consisting of a Chairperson, the Technical Officer (Secretary) of the MGMIHS and at least three additional faculty members.

**16. Invention** includes but is not limited to any new and useful process, formula or machine conceived or first reduced to practice in whole or in part, defined within the purview of the Patent Act. Inventor(s) are person(s) who produce an invention.

**17. Intellectual Property Rights (IP Rights)** means ownership and associated rights relating to Intellectual Property, including patents, rights in utility model, plant breeders rights, rights in designs, trademarks, topography rights, know-how, trade secrets and all other intellectual or industrial property rights as well as copyrights, either registered or unregistered and including applications or rights to apply for them and together with all extensions and renewals of them, and in each case all rights or forms of protection having equivalent or similar effect anywhere in the world.

**18. Inventor** means the Researcher who contributed to the creation of the Intellectual Property.

**19. Institute resource** means any form of funds, facilities or resources, including equipment, consumables and human resources provided by the Institute either in a direct or indirect way.

**20. Licensing** is the practice of renting the intellectual property to a third party.

**21. Net Earnings** resulting from the licensing or commercialization of the IP, reduced by the outstanding actual expenses incurred in obtaining and commercialization of the IP.

**22. Patent** means the exclusive right granted by law for making, using or selling an invention.

**23. PCT Application** A PCT is a system of filing a patent application in several countries through a single application keeping the priority of the first filing in any of the countries within the PCT system. This is administered by the World Intellectual Property Organization (WIPO) in Geneva. It is not a patent granting system. **'Protection of Layout of Integrated**

**Circuits'** Layout scheme of Integrated circuits that are functionally important. **'Research Agreement'** may refer to Research Service Agreement, Cooperative Research and Development Agreement, Material Transfer Agreement, Confidentiality Agreement, Consultancy Agreement and any other type of agreement concerning research pursued by Researchers and/or Intellectual Property created at the Institute.

**24. Researcher** means:

- i. Persons employed by the Institute, including student employees and technical staff
- ii. Students, including graduate and postgraduate students of the Institute
- iii. Any persons, including visiting scientists who use the Institute resources and who perform any research task at the Institute or otherwise participate in any research project administered by the Institute, including those funded by external sponsors.

**25. Royalty** is the payment made to an inventor/author or an institution usually for legal use of a patented invention or any Intellectual Property when licensed.

**26. Spin-off** means a company established for the purpose of exploiting Intellectual Property

originating from the Institute.

**27. Significant Use of MGMIHS Resources** is any usage of MGMIHS resources in the creation of the invention(s), excess of the routine use of office facilities, computers, library resources and resources available to the general public.

**28. Software** means anything executable in a computer.

**29. Teaching material** means any material that aids the process of teaching

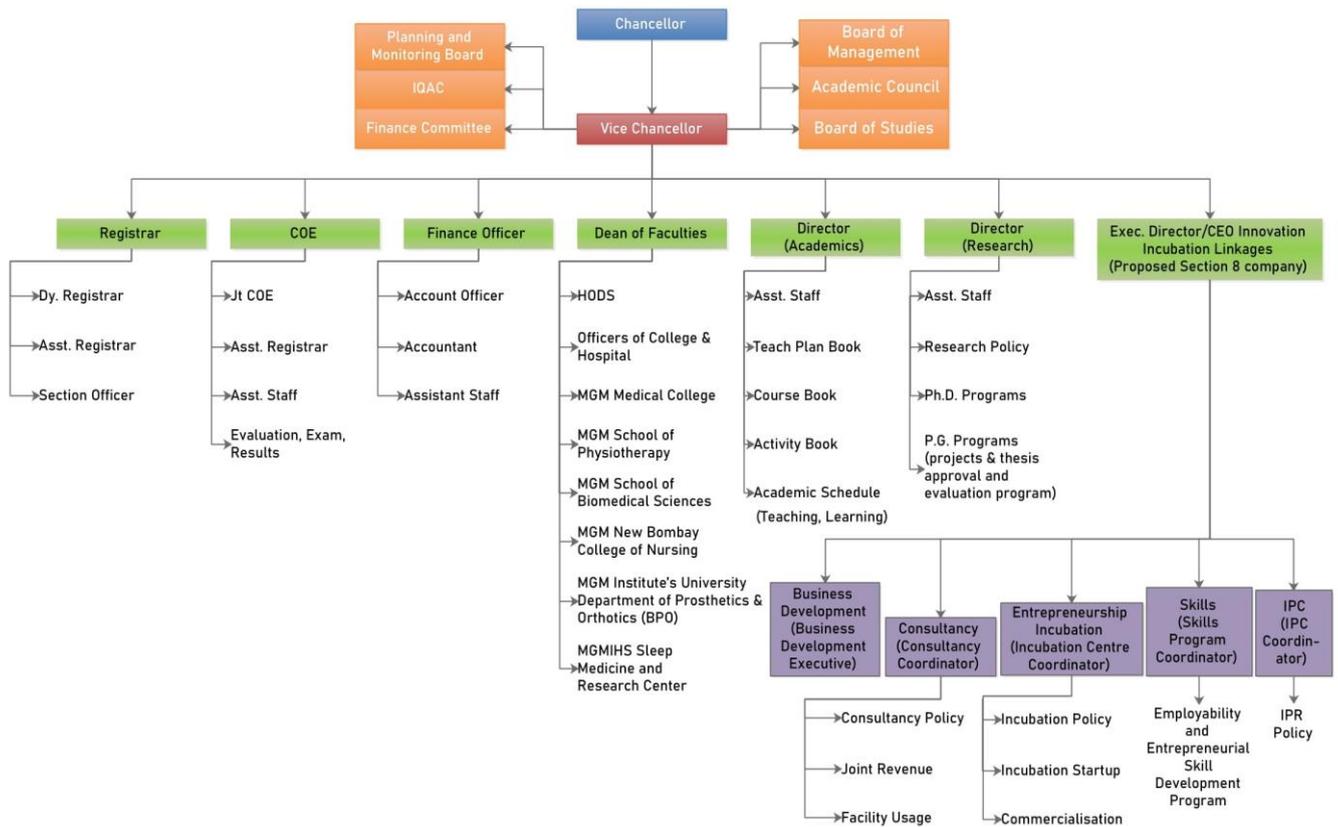
**30. Trademark / Service Mark** is a distinctive word, symbol or picture or a combination of these, which is used by a business entity to discriminate its products and services from those of other business entities. 'Trade Secret' Usually some information such as know-how of commercial or strategic value that is not disclosed to all and is used in a restricted manner.

**31. Visiting Researcher** means individuals having an association with the Institute without being either employees or students. "Visiting Researchers" includes academic visitors, individuals with honorary appointments in the Institute and emeritus staff.

### **3. Administration Body on Patent (ABP)**

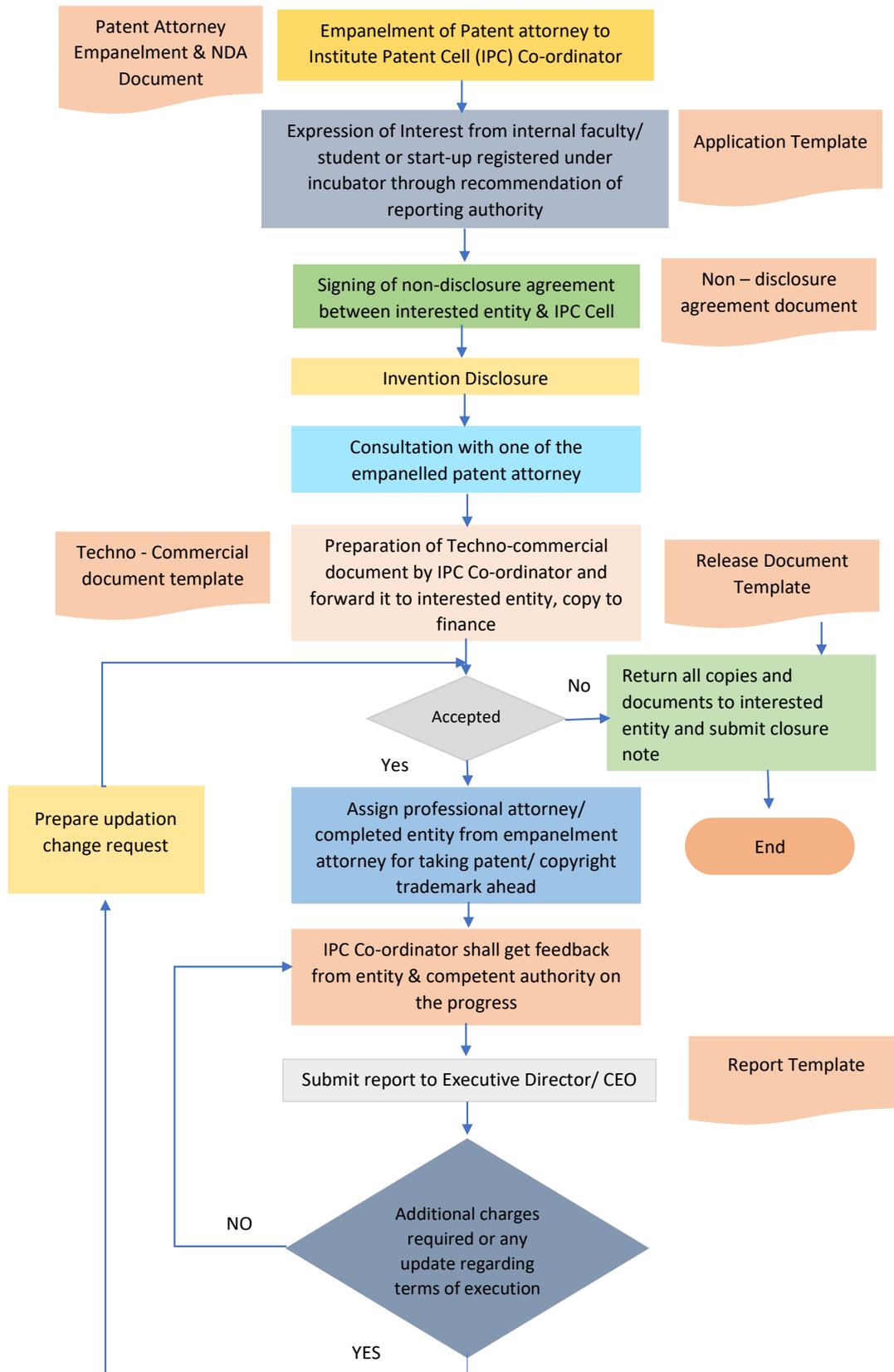
The ABP is highest body for patent purpose in Institute which works on the guideline /resolution of Board of Management of the MGMIHS for the administration for inventions and discoveries. The establishment of patent cell under the leadership of designated Director/Dean/Principal will be done. This is the core administrating body, which is responsible for evolving detailed procedures to facilitate implementation of the patent policy of MGMIHS. Specialized/experienced person as member are the part of the ABP for coordinating the matters of patent/ technology transfer etc.

Following Fig.1 Depicts the Organizational Structure of ABP



**Figure 1: Organizational Structure**

An IPC Co-Ordinator will be appointed by consent of members of ABP will be responsible for smooth execution of IPC mechanism. Fig.2 shows the IPC Operation/Execution Process



**Figure 2: Institute Patent Cell Operation/Execution Process Flow**

### **3.1 Institute Patent Cell (IPC)**

The ABP of institute generally establish a patent cell of institute with designated committee members on original and innovative research, patents, and licensing. IPC is core functionaries to advise institute on patent related issues like protectable subject matter, procedure for obtaining patent, transfer of patent, revocation and surrender of patent, infringement of patent, etc. Patent cell of institute also support for prior art search using various search engines, expired patent, going to be expired patent and also support research to facilitate transfer of its inventions/discoveries in the public interest. Patent cell provide a system for quick disclose of invention to faculty, staff, students and employees of the institute who make inventions or discoveries by giving importance of priority date and provisional patent. This disclosure obligation shall apply to all inventions and discoveries. Following are the role of IPC.

1. To motivate and create awareness among the clinicians, researchers, faculties and students of MGMIHS regarding patent and its importance.
2. To motivate clinician, researcher, faculties and students for team-work for protection of inventive work at MGMIHS.
3. To give direction to the patentable research by emphasizing the importance of prior art search for novel ideas for R&D, novelty and patentability, development of new technical solutions to problems, update new technological trends etc.
4. To teach researcher for generation of more intellectual property rights, their protection and management.
5. Act as planning and monitoring body on intellectual property of institute and bringing information on patent and national and international policy.
6. To conduct patent related workshops, trainings, seminars, etc. in MGMIHS and its constituent units.
7. To promote clinicians, researchers, faculties of MGMIHS for collaborative research for generation of high value patent.

### **3.2 Powers to amend patent policy**

Powers to amend patent policy of institute generally lies to Board of Management of MGMIHS which operates through Vice-Chancellor and other members of institute. Board of Management (referred to as BOM), will have the full power to make changes to the patent policy or bring out a new policy as and when it is felt necessary. This can happen on changes in government policies, changed guidelines, treaties on national and international developments or joining of new partners in

midway of project or vice-versa. After the change in patent policy, it is applicable to all inventors/faculty/students/staff/ visitors and other members.

### **3.3 Appeal procedure for the purpose to resolve the issue**

On account of conflict, grievance regarding ownership of patent, processing of patent proposals, procedures adopted for implementation of patent policy and interpretation of various clauses of patent policy, party can appeal to the Administration Body on Patent (ABP) through Institute patent cell for the purpose to resolve the issue. In case the appellant is not satisfied with the decision of such body, he/she can appeal to the Vice Chancellor of MGMIHS, whose decision shall be final.

### **3.4 IP Infringement**

In view to restore the monopoly rights of the patentee, institute policy support to act through judicial intervention. The issue on violation/infringement of any intellectual property rights such as patent infringement by the MGMIHS faculty /students/ staff/ visitors or any third-party infringing upon the patent of an MGMIHS inventor, MGMIHS will give responsibility to institute patent cell, which would first investigate the matter and make recommendations to the Vice Chancellor for resolution of such violation/infringement. In case of any third-party infringing upon patent of MGMIHS, the above administrative body would investigate and make recommendations to the Vice Chancellor including need for any legal course of action.

## **4. Scope and applicability of the Policy**

This Policy shall apply to all Intellectual Property, copyright, patents, trademarks etc if any created on or after 6 month or 1 year *and* all IP Rights associated with them. This Policy shall apply to all and any person, third party who or entity which chooses to work, collaborate with and or associate itself with MGMIHS or its students or faculty or persons associated with MGMIHS. This Policy shall also apply to all Researchers, innovators who have established legal relationship with the Institute based on which the Researcher, innovator is bound by this Policy. Such a legal relationship may arise pursuant to the provision of law, collective agreement or individual agreement.

The present Policy shall not apply in cases in which the Researcher entered into an explicit arrangement to the contrary with the Institute before the effective date of the Policy, or the Institute previously entered into an agreement with a third party concerning rights and obligations set out in

this Policy.

This policy is applicable to all MGMIHS personnel, as well as non-MGMIHS personnel associated with any of the activities of MGMIHS, but not limited to, Continuing Education Programme and covers different classes of Intellectual Property i.e Patent, Copyright, Trade Mark / Service Mark, Design Registration, Trade Secret, Confidential Information and Integrated Circuits Layout.

## **5. Legal issues concerning the status of Researchers**

The person exercising the authority of employment on behalf of the Institute shall ensure that the employment contract or other agreement establishing any type of employment, relationship between the Institute and the Researcher includes a provision placing the Researcher under the scope of the Policy.

Students of the Institute shall be required to sign an agreement and bond to be bound by this Policy before commencing any research activity.

Postgraduate students enrolling in research doctoral programs shall be required to sign an agreement and bond to be bound by this Policy upon registration.

The person authorized to enter into an agreement on behalf of the Institute shall ensure that Researchers are not employed by the Institute including Visiting Researchers shall sign an agreement to be bound by this Policy and an assignment agreement in respect of ownership of IP created by them in the course of their activities that arise from their association with the Institute before commencing any research activity at the Institute.

Notwithstanding special arrangements may be needed to meet prior obligations of visiting researchers. Any such requested special arrangements shall be assessed and decisions shall be taken on a case by case basis by the person or committee designated by the Institute or the Institute itself.

Special arrangements may be needed for research activities pursued by a researcher employed by the Institute but working in another institution as academic visitor. In such cases the researcher may be required by a third party to sign any document which might affect the Institute's IP Rights. In order to avoid any subsequent disputes, the researcher is not permitted to sign any such documents without the written approval of the person or committee designated by the Institute or the Institute itself. The approval shall not be denied if no Institute IP Rights are being affected. If such a

document affects the Institute's IP Rights, the Institute shall initiate negotiations to enter into an agreement with the third party, as described herein.

Rights and obligations under this Policy shall survive any termination of enrollment or employment at the Institute. The rights and obligations shall survive for a period of 3 years.

## **6. External sponsorship, research collaboration with third parties**

It is the responsibility of the researcher to ensure, that prior to commencing any research activity in collaboration with any third party, the terms and conditions of cooperation be set forth in a written agreement (hereinafter referred to as Research Agreement). Further the researcher shall ensure that the third party is informed of and made aware of all the terms, conditions, duties, rights and obligations under and of the IP Policy.

Researchers shall not have the right to enter into a Research Agreement with third parties on behalf of the Institute unless they are authorized to do so by an written authorization of an official representative of the Institute.

Persons acting for, and on behalf of, the Institute shall exercise all due diligence when negotiating agreements and signing contracts that may affect the Institute's IP Rights.

In certain cases, it may be beneficial to the Institute to enter into Research Agreements that are exceptions to the provisions of this Policy with external sponsors of research and other third parties. In such case the prior written approval of the **Registrar of the MGMIHS** shall be obtained.

Depending on the relative intellectual and financial contributions of the Institute and the third party to the conception of the Intellectual Property, it may be appropriate for either cooperating party to obtain certain IP Rights and/or share in the revenue generated from its commercialization.

In the absence of such an agreement defined it is the policy of the Institute that IP Rights shall be distributed among the cooperating parties in the proportion that reflects the proportions of contributing to the creation of the Intellectual Property. The said decision shall be taken by the parties before commencing or undertaking any work.

In order to enable the cooperating parties to establish such proportions defined in Paragraph 5.6.

and to prevent subsequent disputes, it is expedient that the parties maintain regular, well-documented records of the research activities pursued, signed by all of them.

The agreement set shall include, *inter alia* provisions with respect to the following:

- i. IP and associated rights already existing at the Institute prior to entering the agreement;
- ii. IP and associated IP Rights arising from research activities set out in the agreement, after entering it;
- iii. Confidentiality requirements;
- iv. Terms of public disclosure;
- v. Other relevant provisions.

Any confidentiality provision of a Research Agreement aiming at the delay of public disclosure for the purpose of protection should not usually have effect for longer than ... months from the time the concerned party is notified of the intent to publish.

Before signing, the full copy of the proposed agreements and other legal statements concerning the Institute's IP Rights shall be submitted to *the person or department designated by the Institute* for advice and approval.

## **7. Ownership of Intellectual Property**

### **7.1 Ownership of Invention(s), Designs and other creative works**

- i. All Invention(s), research work, designs etc, created by inventor(s) without the use of significant MGMIHS resources and not connected with the field for which the personnel is employed at MGMIHS, shall be owned by the inventor(s)
- ii All Invention(s), research work, designs etc, created by inventor(s) with the use of significant MGMIHS resources shall be filed jointly in the name of MGM institute and inventor
- iii. For invention(s) research work, designs etc created during sponsored and/or collaborative activity, shall be filed between MGM Institute and collaborative entity with commercial rights with the sponsoring entity
- v. MGMIHS shall be the owner of all invention(s) research work, designs etc created by teams of MGMIHS and non-MGMIHS personnel, associated with any activity of MGMIHS

### **7.2 Copyrightable Work**

Ownership of copyright of all copyrightable work shall rest with the author(s) with the following

exceptions:

- i. If the work is produced during the course of sponsored and/or collaborative activity, specific provisions related to IP made in contracts governing such activity shall determine the ownership of IP.
- ii. MGMIHS shall be the owner of the copyright of work, created by MGMIHS personnel with significant use of MGMIHS resources.
- iii. MGMIHS shall be the owner of the copyright on all teaching material developed by MGMIHS personnel as part of any of the academic programs at MGMIHS. However, the authors shall have the right to use the material in her/his professional capacity. As the traditional exception, MGMIHS shall not claim ownership of copyright on books and publications authored by MGMIHS personnel.
- iv. MGMIHS shall be the owner of copyright of work produced by non MGMIHS personnel associated with any activity of MGMIHS with the intellectual contribution of MGMIHS personnel. However, the authors shall have the right to use the material in her/his professional capacity.

### **7.3 Trademark(s) / Service Mark(s)**

Ownership of trademark(s) / service mark(s) created for MGMIHS shall be with MGMIHS. In cases of all IP produced at MGMIHS, MGMIHS shall retain a non-exclusive, free, irrevocable license to copy/use IP for teaching and research activities, consistent with confidentiality agreements where entered by MGMIHS.

## **8. Disclosures, Confidentiality and Assignment of Rights**

For sponsored and/or collaborative work the provisions of the contract pertaining to disclosure of creative work are applied. For all other invention(s) produced at MGMIHS, if the inventor(s) wish to protect the invention(s) they produce, then they are required to disclose the creative work to the IRCC at the earliest date using an Invention Disclosure form (IDF). Disclosure is a critical part of the IP protection process and it formally documents claims of inventorship, the date of the invention and other details of the invention. The inventor(s) shall assign the rights of the disclosed invention to MGMIHS. All MGMIHS personnel and non- MGMIHS personnel associated with any activity of MGMIHS shall treat all IP related information which has been disclosed to the MGMIHS and/or whose rights are assigned to MGMIHS, or whose rights rest with MGMIHS personnel, as confidential. Such confidentiality shall be maintained till the date as demanded by the

relevant contract, if any, between the concerned parties unless such knowledge is in the public domain or is generally available to the public.

## **8.1 Employees of the Institute**

All rights in Intellectual Property devised, made or created by an employee of the Institute in the course of his or her duties and activities of employment shall generally belong automatically to the Institute.

If an employee of the Institute creates Intellectual Property outside the normal course of his or her duties of employment, with the significant use of Institute Resources he or she will be deemed to have agreed to transfer the IP Rights in such Intellectual Property to the Institute as consideration for the use of Institute Resources.

## **8.2 Employees pursuing research activities at other institutions**

Rights related to Intellectual Property that is created during an academic visit by the employee of the Institute to another institute shall be governed by an agreement between the Institute and the other institute.

## **8.3 Non-employees**

Visiting Researchers are required to transfer to the Institute any Intellectual Property they create in the course of their activities arising from their association with the Institute. Such individuals will be treated as if they were Institute employees for the purposes of this Policy.

## **8.4 Students**

Students who are not employed by the Institute shall own all Intellectual Property and associated IP Rights they create in the normal course of their studies. However, the following exceptions shall apply.

If a student is offered a studentship sponsored by a third party under a separate agreement, under which the third party has a claim on Intellectual Property arising from the studentship, the student must agree that the Intellectual Property shall initially belong to the Institute and ownership will then be determined in accordance with the terms of the agreement concluded with the third party.

Intellectual Property created by students in the course of, or pursuant to, a sponsored research or

other agreement with a third party shall initially belong to the Institute and ownership will then be determined in accordance with the terms of the agreement concluded with the third party.

If a student creates Intellectual Property with the significant use of Institute Resources in connection with his or her research activity, he or she will be deemed to have agreed to transfer the IP Rights in such Intellectual Property to the Institute as consideration for the use of Institute Resources.

The Institute shall claim ownership of all Intellectual Property created in the course of postgraduate (doctorate) students' research activity.

## **9. IP Commercialization and Revenue Sharing**

Students shall be given the option to assign IP Rights through technology licensing agreement to the Institute and shall then be granted the same rights as any employee Inventor as set out in this Policy. In such cases students should follow the procedures set out in this Policy.

All rights in Copyrighted Works are owned by their creators regardless of the use of Institute Resources. Copyrighted Works specifically commissioned by the Institute or developed in the performance of a sponsored research or other third party agreement shall constitute an exception where the provisions of such agreements shall be taken into account.

If the Institute cannot, or decides not to, exploit any Intellectual Property to which it lays claim, it shall forthwith notify the Inventor(s). The notification shall be made at least one month prior to any act or any intentional omission liable to prevent the obtainment of protection. In such cases the Inventor(s) shall have the option to acquire related IP Rights.

Requests for any transfer of rights from the Institute to the Inventors(s) or any other third party should be made in the first instance to the *person or department designated by the Institute*.

The Institute provides an incentive to Inventor(s) by distributing revenue generated from the commercialization of the Intellectual Property.

The expression 'Net income' shall mean all license fees, royalties and any other monies received by the Institute, arising from the commercialization of Intellectual Property less all the expenses

incurred in connection with the protection and commercialization of the Intellectual Property at the Institute.

The share of revenues from Patent, Trademark or Copyrights shall be as per mutual discussion between the concerned parties.

In cases where there is more than one Inventor, the Inventor's share is divided between the Inventors in a proportion which reflects their respective contributions as provided in the signed Invention Disclosure Form.

In case of establishing a spin-off enterprise or start-up guidelines as mentioned in incubation policy is applicable.

In case of exploitation of trademarks and other indicators, the Inventor(s), taking into consideration the proportion of their contribution to the exploitation, may benefit from the revenue as set forth in an individual agreement.

## **10. Conflict of interest and confidentiality**

A Researcher's primary commitment of time and intellectual contributions as an employee of the Institute should be to the education, research and academic programs of the Institute.

It is the responsibility of each Researcher to ensure that their agreements with third parties do not conflict with their obligations to the Institute or this Policy. This provision shall apply in particular to private consultancy and other research service agreements concluded with third parties to use expertise and infrastructure of MGMIHS. Each Researcher should make his or her obligations to the Institute clear to those with whom such agreements may be made and should ensure that they are provided with a copy of this Policy.

Researchers shall keep the Institute's business secret in confidence. In terms of this Policy, *inter alia*, every fact, information, solution or data related to the research carried out at the Institute, whose public disclosure, or its acquisition or exploitation by unauthorized persons could damage or endanger the Institute's lawful financial, economic or market interests shall qualify as business secret. Researchers shall, when communicating with third parties, exercise all due diligence regarding confidentiality provisions.

Should any doubt arise concerning conflict of interest or confidentiality issues Researchers are advised to consult with the person or department designated by the Institute.

Researchers shall promptly report all potential and existing conflict of interest to the person or department designated by the Institute in order to reach solution satisfactory to each concerned party.

## **11. Identification, disclosure and commercialization of Intellectual Property**

The Institute encourages its Researchers to identify research results with potential commercialization value and which may enhance the reputation of the Institute through bringing them to public use and benefit.

IPC Co-Ordinator is responsible for the protection and commercialization of the Institute's Intellectual Property. The Inventor(s) however, shall be consulted in each phase of the procedure.

Researchers shall be required to present in writing the draft publications containing scientific results to the relevant Head of Department before publishing them, and shall state in writing that, to the best of their knowledge such works do not contain any results for which protection may be obtained or which can be exploited in anyway.

Researchers, including employees, students and Visiting Researchers are obliged to disclose all Intellectual Property falling within the scope to the person or department designated by the Institute. Follow the operation process as mentioned in flowchart (refer fig.2)

Copyrighted Works (refer 7.2) shall be excluded from the disclosing obligation, except for those which were developed in the performance of a sponsored research or other third party agreement.

Since protection and successful commercialization of Intellectual Property might depend on prompt and efficient administration, Inventors are required to disclose all potentially exploitable Intellectual Property as soon as they become aware of them. The disclosure must be made in writing by completing the Intellectual Property Disclosure Form<sup>18</sup> available from the person or department designated by the Institute.

Inventors shall fully disclose all research activities and results relevant to the Intellectual Property and provide information about themselves, the percentage of their contribution to the creation of the Intellectual Property and the circumstances under which it was created. The detailed description of the Intellectual Property shall be presented in such a manner that the inventive activity involved and its novelty as well as its susceptibility of industrial application become explicit and clear-cut for a person skilled in the art.

In case of incomplete disclosure, the form may be sent back to the Inventor(s) requesting for additional information.

Premature disclosure may compromise the protection and commercialization of Intellectual Property. To avoid any loss of potential benefits, Researchers are required to make reasonable efforts to identify Intellectual Property early in the development process and consider the consequent impacts of any public disclosure.

The Inventor(s) shall closely cooperate with the person or department designated by the Institute, the patent attorney or any other professional experts involved by the Institute. Inventor(s) are required to give reasonable assistance in protecting and commercially exploiting the Intellectual Property by providing information, attending meetings and advising on further development.

The person or department designated by the Institute shall, within reasonable time, commence the process for acquiring legal protection, if needed, and he/it shall proceed with all due diligence to obtain protection. Public disclosure of research results made before obtaining the right of priority concerning a specific Intellectual Property application, highly jeopardize the proper protection of the related IP Rights. Therefore, Inventor(s) are requested to avoid any public disclosure of research results prior to filing such applications. The Institute shall endeavor to avoid undue delays in publications.

The person or department designated by the Institute and the Inventor(s) shall jointly determine an appropriate commercialization strategy as part of the evaluation process within ... months from the date of Institute's decision. The strategy will outline the tasks of each concerned party in the commercialization process and establish deadlines for the specific actions.

The person or department designated by the Institute shall be responsible to carry out the commercialization plan and it shall submit specific proposals, such as draft agreements or business plans, to the person or committee appointed by the Institute for decision.

Commercial decisions, such as the ones concerning the terms of an assignment/licensing agreement or establishment of a spin-off enterprise, shall be taken on a case-by-case basis by the person or committee designated by the Institute, giving due consideration to all circumstances.

The Institute may decide not to apply for registered intellectual property protection or may withdraw an unpublished application, if it is more appropriate for the purposes of commercialization to treat the Intellectual Property as a confidential know-how. In such cases Inventor(s) shall be requested in writing to refrain from any public disclosure of the Intellectual Property. When choosing this option, however, the Institute shall take the Researchers' freedom to publish as well as public interest into account.

Expenses incurring in connection with the protection and commercialization of Intellectual Property shall be borne by the Institute.

During the evaluation and commercialization period the full description of the Intellectual Property shall be disclosed to third parties under a confidentiality agreement.

## **12. Recording and maintenance of the Institute's Intellectual Property portfolio**

The person or department designated by the Institute shall maintain records of the Institute's Intellectual Property in an appropriate form and in sufficient detail. It shall monitor the deadlines for the payment obligations related to the maintenance of protected Intellectual Property, and shall, within reasonable time, inform the person or department designated by the Institute.

The person designated by the Institute shall maintain accounting records on each Intellectual Property. He or she shall ensure that the Intellectual Property be recorded in the accounting records, that any costs incurred be paid in due course and that the revenues from exploitation be distributed.

## **13. Assessment of Innovation(s) for Protection**

To facilitate assessment, an IP Assessment Committee (IPAC) shall be formed by the Institute consisting of a Chairperson (IPC Co-coordinator), Empaneled Patent Attorney and at least three additional faculty members with domain expertise or familiarity/experience in areas related to the creative work. The creator(s) would be free to suggest names of faculty who are qualified to evaluate the creative work who may be invited by the Institute to be a part of the IPAC. The IPAC shall assess the disclosure in a timely manner and shall make recommendations to the Institute about the patentability of the invention according to the provisions of Section (I) of this policy. The IPAC may make one of the following recommendations that MGMIHS shall take the responsibility of protection of the IP, in which case, MGMIHS will initiate appropriate processes.

MGMIHS shall not take the responsibility of protection of the IP, in which case the rights to the disclosed invention shall be promptly reassigned to the creator(s). The creator(s) may then choose to protect the creative work on their own.

### **13.1 Filings of IP Applications in foreign countries**

Within six months of filing the Complete IP Application in India, MGMIHS shall, based on available information decide on the suitability of protection of the invention in foreign countries.

### **13.2 Renewal of IP Rights**

A decision on the annual renewal of IP rights will be taken by a committee constituted by the MGMIHS.

## **14. Support:**

### **14.1 Contracts and Agreements**

All agreement including but not limited to the following categories, undertaken by any MGMIHS personnel and students need to be approved by MGMIHS. Allegiance, Affirmation & Confidentiality Agreement. Consultation Agreement Evaluation Agreement Research and Development Agreement (R&DA/MOU License Agreement Technology Transfer Agreement Alternative Dispute Resolution Agreement. Classified Information Non-disclosure (specific) Agreement

The Assignee, MGMIHS acts as a final signing authority in all the categories of agreements listed

above. MGMIHS facilitates the process of framing such agreements by way of providing templates and services of professional consultants. The Assignee, MGMIHS acts as a final signing authority in all the categories of agreements listed above.

## **14.2 Obtaining IPR**

If MGMIHS opts to protect the creative work, it shall provide an IPR Advisor/Patent Attorney for drafting the IP application as appropriate. MGMIHS shall pay for access to the relevant IP information databases and other associated costs. The inventor(s) shall conduct IP searches, study the prior art and provide the necessary inputs to assist in the drafting of the IP application. MGMIHS shall bear all costs of drafting and filing an Indian IP application. If MGMIHS chooses to file IP applications in other countries, then it shall bear the cost of application and other associated costs. MGMIHS shall be free to enter into agreements with overseas institutions for protection and licensing of the IP.

## **14.3 Technology Transfer**

MGMIHS shall strive to market the IP and identify potential licensee(s) for the IP to which it has ownership. The creator(s) are expected to assist in this process MGMIHS may contract the IP to a Technology Management agency, which manages the commercialization of the IP. For the IP for which exclusive rights have not been already assigned to a third party, the creator(s) may also contact potential licensee(s) on their initiative maintaining confidentiality and taking all necessary care so as not to affect the value of the IP through appropriate agreements such as Non Disclosure Agreement (NDA) with the potential licensee(s) during technology marketing discussions.

## **15. Breach of the rules of this Policy**

Breach of the provisions of this Policy shall be dealt with under the procedures of the Institute in accordance with the relevant provisions of law.

### **15.1 Infringements, Damages, Liability and Indemnity Insurance**

As a matter of policy, MGMIHS shall, in any contract between the licensee and MGMIHS, seek indemnity from any legal proceedings including without limitation manufacturing defects, production problems, design guarantee, upgradation and debugging obligation. MGMIHS shall also ensure that MGMIHS personnel have an indemnity clause built-into the agreements with licensee(s) while transferring technology or copyrighted material to licensees. MGMIHS shall

retain the right to engage or not in any litigation concerning patents and license infringements.

## 15.2 Conflict of Interest

The inventor(s) are required to disclose any conflict of interest or potential conflict of interest.

## 16. Dispute/appeals and Jurisdiction

In the first instance, disputes shall be dealt with by *the person or body designated by the Institute*. A decision shall be taken within ... days from the submission of the concern. Over and beyond the above, with respect to any legal dispute arising in connection with the rules of this Policy, the relevant provisions of law shall be applicable.

### 16.1 Dispute Resolution

In case of any disputes between MGMIHS and the inventors regarding the implementation of the IP policy, the aggrieved party may appeal to the Director of MGMIHS. Efforts shall be made to address the concerns of the aggrieved party. The Director's decision in this regard would be final and binding.

As a policy, all agreements to be signed by MGMIHS will have the jurisdiction of the courts in Mumbai and shall be governed by appropriate laws in India.

## 17. Entry into force of the Policy

This Policy is in effect since year 2018 however the revenue sharing of patent after commercialization will be effective from 2019 onwards given as below:

<b>Institution</b>	<b>50%</b>
<b>Investigator</b>	<b>40%</b>
<b>Departmental Development</b>	<b>10%</b>

All agreements concluded by the Institute and the Researcher(s) at an earlier time shall be governed by the provisions of the Policy in effect at the time of the signing of such contracts.

